show that it was the legislative intent that if the action accrued at any time within the period named for the running of the statute, the action must be brought within that time, otherwise it is barred: *Sheik* v. *McElroy,* 20 Pa. St. 31; *Rogers* v. *Johnson,* 67 Pa. St. 48; *Thornton* v. *Jones,* 47 Iowa 397; *Eldridge* v. *Kuel,* 27 Iowa 160; *McCloy* v. *Arnett,* 47 Ark. 445; *Stayton* v. *Helpern,* 50 Ark. 329. The defense contends that the case is ruled by *Kessinger* v. *Wilson,* 53 Ark. 400. A careful examination of the opinion in that case shows that the statute received the same construction there that the majority opinion have given it in the principal case. The action there did not accrue until ten years after date of sale and it was properly held that the five year statute was not applicable. The statute of limitations does not run against heirs for the recovery of the homestead while the widow is in possession, and an attempt by her to alienate is ineffectual and operates as an abandonment. *Garibaldi* v. *Jones,* 48 Ark. 230; *Morton's Ex'rs* v. *Morton's Ex'rs,* 112 Ky. 706; *Norton* v. *Norton,* 94 Ala. 481; *Wallis* v. *Doe,* 2 Smedes and M. Miss. 220. The homestead right of exemption of the children is superior to right of tenant in dower conveyed to a third person: *Loeb* v. *McMahon,* 89 Ill. 487; *Hannon* v. *Sommer,* 10 Fed. Rep. 601. The widow's right to occupy the dwelling house until dower is assigned her is not an estate in land but a personal privilege. Her failure to exercise this right does not delay the action in favor of the children; *Johnson* v. *Turner,* 29 Ark. 290. The decision reached by the majority of the court is sustained by a long line of decisions in Arkansas and other states. The daughter was of full age at the time the homestead was abandoned and the statute started to run at that time, and was consequently barred when this action was brought.

INSURANCE—INTEREST OF OWNER IN PROPERTY—SOLE AND UNCONDITIONAL OWNER.—A fire insurance policy provided that the insured must be the sole and unconditional owner. Plaintiff was occupying the insured premises under a conveyance of title in fee simple. The conveyance recited a cash payment and four deferred annual payments. *Held,* that the plaintiff was the owner within the terms of the policy. *President, Etc., of Insurance Co. of North America* v. *Pitts* (1906), — Miss. —, 41 So. Rep. 5.

It is necessary that the insured have some interest in the property insured. This was declared in England by Stat. of 19 George II c. 37, and the doctrine has been followed in this country even though the statute has not been recognized as an authority. While requiring that the insured must show an insurable interest the courts have been liberal in the interpretation of the clause. Insured must not mislead the insurer and where the provisions are similar to the policy in the principal case the person having the property insured must show some claim to the fee. *Insurance Co.* v. *Bohn,* 65 Fed. 165. Where property is purchased under a contract that the title shall remain in the vendor, the vendee has not the sole and unconditional ownership within the provisions of the policy. *Cuthbertson* v. *Insurance Co.,* 96 N. C. 480. This case may be distinguished from the principal case on the ground that at the time the policy was issued the insured did not have the fee. In the case under discussion the person insuring had the fee although the contract was

not fully performed. One who has an equitable title and can compel a transfer to himself of the legal title is the owner within the provisions of unconditional and sole ownership. *Lingerfelter* v. *Insurance Co.*, 19 Mo. App. 252. Where the provision is that the title must be a fee the mere equitable title is not enough. *Mott* v. *Insurance Co.*, 69 Hun 501. An equitable title is, however, sufficient if the policy only requires that the interest of the insured be entire, unconditional and sole ownership. *Insurance Co.* v. *Schrader*, 11 Tex. Civil App. 130, 31 S. W. 1100.

INSURANCE—SALE OF ONE COMPANY TO ANOTHER—RIGHTS OF POLICYHOLDERS AND AGENTS OF THE SELLING COMPANY.—The A Insurance Company had entered into a contract with agents to solicit and obtain business for the company and they had entered upon the contract and had expended large sums in obtaining a considerable business for the company. Agents were to be paid a percentage of the premiums, but at the time of the sale and transfer of the A company to the B company many of these premiums were in the form of notes which were not due. In the sale the B company assumed all the assets and liabilities of the A company. In an action brought by the agents for the unpaid premiums and for the breach of contract by the company, *Held*, that the sale of the company would render its policies voidable and that the purchasing company is liable for the breach of contract with the agents. *Crowell et al.* v. *Northwestern Life & Savings Co. et al.* (1906), — Minn. —, 108 N. W. Rep. 962.

This case is in accord with the authorities. It was held in *Lowell* v. *Insurance Co.*, 111 U. S. 264, that when an insurance company sells and transfers all its assets and business the effect of such transfer is to render the policies of the selling company voidable and if the policy holders chose to avoid the policies that damages may be recovered. See also *U. S.* v. *Behan*, 110 U. S. 339. Each person to a contract has a right to have performance by the person with whom he contracts. The buying company is clearly liable to the agents. It assumed all the liabilities of the A company and among them was this broken contract with the agents. Inability of the corporation to continue business is no excuse for its breach of contract with an agent. The company might have escaped liability by stipulating for an exemption at the time the contract was entered into. *Insurance Co.* v. *Lewis*, 61 Mo. 534.

MECHANIC'S LIEN—ENFORCEMENT—CROSS-BILL—RIGHT TO MAINTAIN.—Complainants seek by bill to enforce a mechanic's lien, for the making of improvements and repairs upon the defendant's dwelling house. Defendant answers by charging failure to perform the contract according to the plans and specifications; denies that anything is due the complainants, and by cross-bill charges that the complainants failed to perform the contract according to its terms by reason of which she suffered damages, stating them at length, and prays for a money judgment for the damages sustained. The complainants demurred to the cross-bill, for the reason that the answer in the nature of a cross-bill is not authorized by the lien law. *Held*, the demurrer